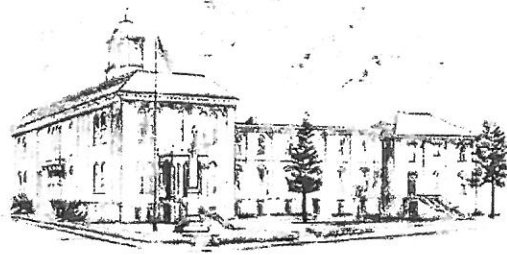


ANDROSCOGGIN COUNTY

COMMISSIONERS

Beth Bell, Chairperson
Ronald Chicoine, Vice-Chair
Sally Christner, Commissioner
Alfreda Fournier, Commissioner
Randall Greenwood, Commissioner
Elaine Makas, Commissioner
Matthew Roy, Commissioner



CLERK

Patricia Fournier

Tel. No. (207) 753-2500

Fax No. (207) 782-5367

November 16, 2015

REQUEST FOR BIDS

The Androscoggin County Commissioners are soliciting bid proposals from **Medical Service Providers for services in the Androscoggin County Jail facility**. See attachment A for specifications.

All bids must be sealed and addressed to Patricia Fournier, Purchasing Agent, Androscoggin County Commissioners' Office, 2 Turner Street, Auburn, ME 04210. Faxed and/or emailed submissions will not be accepted. The envelope must be outlined on the outside "Health Care Services for Jail". Bids will be publicly opened on **December 22, at 10:00 a.m.** in the Androscoggin County Commissioners Office.

The Commissioners reserve the right to refuse or reject any and all bids or waive any minor discrepancies or technicalities in the bids or specifications, when deemed to be in the best interest of the County.

If you have any questions regarding this matter please feel free to call me.

Patricia Fournier
Purchasing Agent

Paf

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SECTION 1 - INSTRUCTIONS AND GENERAL CONDITIONS

1.1 Purpose

- 1.1.1 The County of Androscoggin is requesting proposals from organizations that are qualified to provide inmate healthcare and to operate and manage the inmate healthcare program at the Androscoggin County Jail. This Request for Proposals (RFP) contains the key questions and information requirements for respondents to address. Submissions must fully address all items. It is the intent of the RFP process to receive proposals prepared in accordance with this RFP and consistent with the scope of services required.
- 1.1.2 Innovative ideas for management of the facility inmate healthcare services will be welcomed. The facility anticipates receiving all proposals and then negotiating a management agreement with one proponent. Proposals will be evaluated based on the criteria established within the RFP. The facility reserves the right to negotiate any and all fees and contractual terms upon selection of the preferred Contractor. It is anticipated that the contract term will be for a period of three (3) years, with an option to renew the contract for up to two additional two-year (2) terms.
- 1.1.3 The County of Androscoggin reserves the right to reject any or all proposals received.

1.2 Definitions: In this RFP, the following terms will have the meaning set forth below:

- 1.2.1 **"The facility or detention facility"** means a detention facility within Androscoggin County, a political subdivision of the State of Maine.
- 1.2.2 **"Facility's Designated Representative"** means employees or representatives who are authorized in writing to deal with the Contractor on behalf of the facility in connection with the goods and services or to make decisions in connection with the Contract.
- 1.2.3 **"Closing Time"** means the closing date, time, and place as set out on the title page of this RFP.
- 1.2.4 **"Contract"** means the executed agreement between the facility and the Contractor on the terms and conditions set out in the Contract Documents.
- 1.2.5 **"Contract Documents"** means the Contract, the Contractor's Proposal Documents, the RFP and such other documents as listed in the Contract.

- 1.2.6 **“Contractor”** means the successful Proponent who enters into a contract with the County to provide the Services pursuant to this RFP.
- 1.2.7 **“Facility”** means Androscoggin County Jail and all of its facilities.
- 1.2.8 **“Fiscal Year”** means the time period of July 01 through June 30.
- 1.2.9 **“Health Care Delivery System”** means medical, mental health, substance abuse, and dental services.
- 1.2.10 **“Proponent”** means the person, firm or corporation responding to this RFP.
- 1.2.11 **“Proposal”** means the proposal with all accompanying schedules, appendices or addenda submitted by the Proponent in response to the RFP.
- 1.2.12 **“Proposal Submission Forms”** means the Proposal summary and required information, completed in accordance with Section 3 - Proposal Submission Instructions, Format, and Forms.
- 1.2.13 **“RFP”** means this Request for Proposal consisting of all papers bound with or attached to this document. These may include but not be limited to: Addenda (or Addendum if singular) issued during RFP process; Section 1 - Instructions and General Conditions; Section 2 - Statement of Requirements and Special Conditions; Section 3 - Submission Instructions, Format, and Forms.
- 1.2.14 **“Requirements” or “Services”** means all specifications and requirements set out in any section in the RFP that describe the general requirements that the services, goods, materials, or equipment must meet and the successful Proponent must provide.
- 1.2.15 **“Special Conditions”** means the special conditions, if any, set out in the RFP, and elsewhere in the Contract.
- 1.2.16 **“Subcontractors”** means subcontractors, agents or third parties engaged by the Proponent in connection with providing or supplying the services, goods, materials, or equipment.

1.3. Documents

Documents pertinent to the RFP and all papers bound with or attached to this RFP and as described in the Table of Contents are necessary parts of the RFP and must not be detached or altered. Proponents must submit their Proposals using the format and forms described in Section 3 - Proposal Submission Instructions, Format, and Forms.

1.4. Receipt of Proposal

- 1.4.1 Proposals will be received up to the Closing Time. The Proposal and required number of copies (in accordance with Section 3) shall be submitted in a sealed envelope or package, marked with the Proponent's name and the RFP title and number, by the date and time shown on the title page of this RFP. Any proposals received after the scheduled closing time for the receipt of proposals will not be considered and will be returned to the proponent, unopened.
- 1.4.2 All Proposals shall be open for acceptance for sixty (60) days after the Closing Time for receipt of proposals. Proponents may withdraw and/or resubmit their proposal at any time prior to the closing time for receipt of proposals. No proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of sixty (60) days.
- 1.4.3 If alternative Proposals are offered, the Proposals shall be submitted separately in the same format as the initial Proposal.
- 1.4.4 Any deviations from the requirements or the conditions specified in this RFP must be clearly stated in the Proponent's Proposal. The facility will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proponent's Proposal, the facility expects the Proponent to be in full compliance of the requirements and conditions as stated herein.
- 1.4.5 A Proposal which:
 - a. contains an error, omission, or misstatement, which contains qualifying conditions, or
 - b. does not fully address all the requirements of this RFP, or
 - c. otherwise fails to conform to this RFP;may be rejected in whole or in part. The facility may waive any non-compliance with the RFP, specifications, or any conditions including the timing of delivery of anything required by the RFP. The facility may at its sole discretion elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.

- 1.4.6 All costs for the preparation of the Proponent's Proposal will be borne solely by the Proponent.
- 1.4.7 Amendments to a Proposal may be submitted if delivered in writing to the address shown on the title page of this RFP prior to the Closing Time. In addition, Proposals may be withdrawn providing a written and signed notice has been received prior to the Closing Time.

1.5. Unacceptable Proposals

- 1.5.1 Proposals received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened. Unacceptable proposals which are opened in error will not be considered.
- 1.5.2 Proponents are cautioned to carefully read and follow the instructions stated herein as the facility reserves the right to disqualify any Proposal that fails to meet any of the Requirements of this RFP.
- 1.5.3 The facility reserves the right to reject any or all Proposals at any time without further explanation or to accept any proposal considered advantageous to the facility.

1.6. Inquiries and Clarifications

- 1.6.1 A Pre-Bid Conference may be held at the Androscoggin County Jail on a date TBD.
- 1.6.2 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy himself as to the full Requirements of this RFP. Inquiries are to be in written form only and faxed to the contact person shown on the cover page of this RFP. Inquires may be made up to five (5) working days prior to the Closing Time. If required, an addendum will be issued to all Proponents.
- 1.6.3 The facility may issue a written addendum up to five working days prior to the Closing Time and will make every effort to ensure that all Proponents receive all addenda; ***however, it is the responsibility of the proponent to ensure he receives all addenda before the Closing Time.***
- 1.6.4 The facility shall not be bound by oral or other information, explanations, or clarifications not confirmed by written addendum.

- 1.6.5 All questions must be submitted to the attention of Captain Jeff Chute sent via e-mail to: jchute@androscoggincountymaine.gov with a copy to lpot@androscoggincountymaine.gov

1.7. Contract Requirements

- 1.7.1 The successful Proponent will be required to enter into a contract not later than ten (10) working days after delivery of the Contract to the successful Proponent by the facility, unless an extension is mutually agreed upon.
- 1.7.2 The contract period shall be for three (3) years. The official start date shall be documented by a letter of agreement between the facility and the Contractor. At the option of the facility, the contract may be renewed for two additional two (2) year periods.
- 1.7.3 If any of the terms set out herein are unacceptable to the Proponent, the Proponent must identify such terms and provide suggested alternatives in its Proposal. The facility is not obligated to accept or consider any alternatives.
- 1.7.4 The facility will not be obligated in any manner to any Proponent whatsoever until the Contract is fully executed.
- 1.7.5 If the successful Proponent fails to execute and return the Contract to the facility within ten (10) days, the County may cease all discussions and have no obligation to the Proponent. The facility may, if it chooses to do so, award the Contract to another Proponent, all without affecting any claim which the County may have against the Proponent as a result thereof.

1.8 Evaluation

- 1.8.1 Evaluation Criteria:** The facility will evaluate the proposals received on the basis of the overall best value to the facility and any criteria set out herein based solely on the facility's assessment of the Proposal including but not limited to:
- 1.8.1.1 Thoroughness and completeness of proposal; responsiveness to RFP requirements.
- 1.8.1.2 Demonstrated understanding of the problems and needs presented by the project. Soundness of proponent's approach to the problems and needs presented by the project including proponent's methodology for achieving specific tasks and objectives.

- 1.8.1.2 Experience and capacity of proponent including recent and related experience. Experience related to government activities will be granted higher weight. ***Proponent shall submit with their proposal a list of references of all contracts for Healthcare Services Proponent is currently providing.*** The reference list is to contain the following for each reference: (1) the name of the organization, (2) contact name at, (3) telephone number, (4) description of service provided, and (5) the length of time the Proponent has been providing the service.
- 1.8.1.3 *Proponent shall also submit a currently valued, three (3) years loss runs relative to the Medical Professional Liability claims for the Proponent.*
- 1.8.1.4 Qualifications of project personnel, proponent's ability to commit capable staff and support a project of this size, and proposed staffing pattern.
- 1.8.1.5. Best economic offer for the site; cost effectiveness and reasonableness of proponent's proposed fees. ***(NOTE: This in no way implies the proponent with the lowest price proposal.)***
- 1.8.1.6 Any other criteria the facility, in its sole discretion, deems necessary to evaluate the Proponent's offer.

1.8.2 Evaluation of Subcontractors: All subcontractors of the Proponent will be subject to the same evaluation process, at a minimum. It is the responsibility of the Proponent to guarantee that all subcontractors will comply with all the requirements and terms and conditions set out in the RFP document.

1.8.3 Presentation and/or Additional Information: After the proposal opening, Proponents may be required to provide additional information as deemed necessary by the facility. Any costs incurred in providing presentation or other information is the responsibility of the Proponent. Such presentations provide an opportunity for the proponent to clarify their proposal and to insure thorough mutual understanding. The facility will determine if the presentation is needed and will schedule the time and location for the presentation.

1.8.4 Negotiations

- 1.8.4.1 The facility reserves the right, at its sole discretion, to enter into negotiations with the Proponent or with any other Proponents

concurrently. In no event will the facility be required to offer any modified terms to any Proponent prior to entering into a Contract, and the facility will not be liable to any proponent as a result of such negotiations.

- 1.8.4.2** The facility may, prior to and after Contract award, negotiate changes to the requirements, services, specifications or any conditions with any one or more of the Proponents. The facility may do so without having any duty or obligation to advise any other Proponent or to allow them to vary their Proposal as a result of changes to the scope of the requirements, services, specifications or any conditions. The facility shall have no liability to any other Proponent as a result of such negotiations or modifications.

1.9 Award

- 1.9.1 A contract resulting from this RFP shall be awarded to the responsive and responsible Proponent whose proposal is determined to be most advantageous to the County taking into consideration price and the evaluation factors set forth herein. The right is reserved to reject any and all proposals received. The County will be the sole judge as to whether a proponent's proposal has or has not satisfactorily met the requirements of this RFP.
- 1.9.2 The County is not under any obligation to award a Contract for this RFP and reserves the right at its sole discretion to terminate or amend this RFP at any time.
- 1.9.3 The Proponent acknowledges and agrees that the County will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the County's acceptance or non-acceptance of their Proposal or any contract award not made in accordance with the express or implied terms of the RFP.

1.10 Advertising

The award of a Contract does not permit a Proponent to advertise its relationship with the County, without the County's prior written authorization.

1.11 RFP Schedule

See Attachment A.

1.12 Trade Secret Confidentiality

All proposals received and recorded at the bid opening are considered public record and available for public inspection. Trade secrets contained in a proposal may be kept confidential if the proponent, at the time the proposal is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the Proponent while attempting to maximize the availability of information to the public.

1.13 Federal Taxes

Androscoggin County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

1.14 State Sales Tax

If proponent is required to charge state sales tax on proponent's sales, proponent shall not include it as part of the proposal price. Facility will pay state sales tax over and above proposal prices when invoiced, if so required.

1.15 Responsibility of Compliance with Legal Requirements

The proponent's company shall be in full compliance with any and all applicable federal, state, local, environmental and safety laws, regulations, ordinances and standards, the State Department of Corrections Standards, all applicable state Codes, and ACA and/or NCCHC standards.

1.16 Indemnity

Contractor shall indemnify and hold the facility, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting

from the negligence of or the willful act or omission of Contractor, his agents, employees and subcontractors.

1.17 Insurance

1.17.1 Insurance Company Requirements

Contractor shall maintain insurance from companies licensed to write business in Maine, with an A.M. Best rating of "A" or higher, and acceptable to Androscoggin County, of the kinds and minimum amounts specified below.

1.17.2 Certificates and Notice of Cancellation

Before commencing work under this agreement, Contractor shall furnish facility with certificates of all insurance required below. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after (30) days written notice has been received by facility."

1.17.3 Workers Compensation and Employers Liability Insurance

Covering all of the Contractor's employees engaged in the work under this contract, providing the required statutory benefits under Maine state worker's compensation law, and employer's liability insurance providing limits at least in the amount of \$250,000/\$500,000/\$1,000,000 applicable to claims due to bodily injury by accident or disease.

1.17.4 Commercial General Liability

Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits at least in the amount of \$ 1,000,000 per occurrence, combined single limits, applicable to claims due to bodily injury and/or property damage. The Androscoggin County Jail facility shall be named as an additional insured under this policy.

1.17.5 Automobile Liability Insurance

Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of \$ 1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

1.17.6 Professional Liability Insurance.

The Contractor will be required to take out and maintain Professional Liability Insurance providing liability insurance limits at least in the amount of \$1,000,000. The Contractor will be required to maintain this coverage for a period of at least six (6) years beyond substantial completion of the contract.

1.17.7 Umbrella Liability Insurance

Providing coverage as excess above the underlying Commercial General Liability Insurance, Automobile Liability Insurance, Employers Liability Insurance and Owners & Contractors Protective Liability Insurance policies required by this Contract. This coverage shall provide excess liability limits at least in the amount of \$2,000,000 per occurrence, combined single limits, applicable to claims arising from bodily injury, personal injury and/or property damage. The parties named as additional insureds under the primary underlying policies are to be included as additional insureds under the Umbrella Liability Insurance coverage.

1.18 Performance Bond and Payment Bond

1.18.1 Contractor shall furnish a **Performance Bond** in the amount of \$150,000 conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of Androscoggin County Jail facility.

1.18.2 Contractor shall furnish a **Payment Bond** in the amount of \$100,000 conditioned upon the prompt payment for all labor or materials for which a Contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a Contractor or subcontractor is liable.

- 1.18.3 These bonds shall remain in effect at least until one (1) year after the date when final payment becomes due. The Performance Bond and Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of Maine and shall become effective upon the execution of the contract. The surety bonds must be in an acceptable form for both the State and the County.
- 1.18.4 The Contractor shall provide the above performance and payment surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.
- 1.18.5 The surety bonds must set forth no requirement that suit be initiated prior to the time stipulated in applicable Statutes of Limitation.

1.19 Addendum

The RFP package constitutes the entire set of RFP instructions to the Proponent. The facility shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of Addendum mailed to all proponents who are listed as having attended the pre-bid conference.

1.20 Compliance with RFP Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of Maine will result in rejection of proposal.

1.21 Right To Reject Proposals

The facility reserves the right to reject any or all proposals in part or in whole.

SECTION 2 - STATEMENT OF SERVICE REQUIREMENTS AND SPECIAL CONDITIONS

2.1 Introduction and Background

The detention facility is located in Androscoggin County, State of Maine. The bid is for services that will be provided in the jail.

2.2 Intent

It is the intent of the detention facility to solicit proposals for a Health Services Program at the facility and select a proponent which best satisfies the requirements for inmate health care. It is emphasized that the selection of an inmate health care Contractor ultimately resides with the Androscoggin County Board of Commissioners.

2.3 Scope of Work and Service

- 2.3.1 The Contractor shall be responsible for every facet of the health care delivery system at the Facility and shall conduct said program in full compliance and in accordance with recognized standards, laws, ordinances, rules and regulations of Federal, State, and Local authorities that may be applicable. The responsibility for providing health care commences with the commitment of an inmate to the custody of the detention facility and ends with the discharge of the inmate.
- 2.3.2 The health care delivery system must conform to State standards for medical services. The system must also be compliant with all applicable ACA and/or NCCHC standards.
- 2.3.3 The successful proponent will be required to deliver quality health care that can be audited against established standards, in a cost effective manner, with full reporting and accountability to the detention facility.
- 2.3.4 The Contractor will implement a written health care plan with clear objectives, policies, procedures, and an annual evaluation of compliance.
- 2.3.5 The Contractor will insure that appropriate staff is available to provide the health care services as defined in this proposal. Contractor's proposal must include the following criteria for staffing:
 - a. Maintain an open and cooperative relationship with the administration and staff of the detention facility;

- b. Maintain complete and accurate records of care and collect and analyze health statistics on a regular basis, including the use of the jail's in-house management information software (after appropriate training has been provided by the facility).
- c. Operate the health care program in a humane manner with respect to the inmate's right to basic health care services and confidentiality.

Full staffing for the detention facility, using only licensed and professionally trained personnel to provide health care coverage for the following options, shall include:

- 2.3.5.1 Nursing Coverage:
Provide an RN or an LPN with appropriate supervision to conduct daily nurse's sick call, review medical requests, conduct medication administration (see 2.3.5.2 below), and perform other functions required by the contract. Nursing coverage shall be continuous (24/7).
- 2.3.5.2 Medication Administration:
 - a. Provide appropriate staff to conduct Medication Administration for inmates at 08:30, 13:00, and 20:00 seven days per week (the on-duty nurse may not routinely be used for this service during the 0830 and 1300 med passes).
 - b. Medication distribution to inmates will be provided within the scope of Maine State Law and Maine DOC Jail Standards. Quality review audits will be performed monthly.
- 2.3.5.3 Medical Sick Call:
A qualified Medical Provider (Physician or a Physician Extender) will be on-site to provide sick call as noted in Attachment A: Staffing Requirements. The schedule will be established during negotiations and may include work during evenings or weekends.
- 2.3.5.4 Counseling and Release Planning:
A Licensed Social Worker will be on-site as noted in Attachment A: Staffing Requirements to provide screenings, referral, service coordination, and pre-release planning for inmates with mental illness and/or inmates who need to link with services in the community.
- 2.3.5.5 Health Services Administrator (HSA):
The Contractor will identify an individual as their HSA, who will be on-site as noted in Attachment A: Staffing Requirements to

manage the health care contract and meet with representatives of the County as needed.

- 2.3.5.6 Substance Abuse Treatment Services:
Contractor will provide a licensed Alcohol and Drug Counselor to provide substance abuse services to inmates identified through screening or assessment as needing such services. The program must be provided on-site as noted in Attachment A: Staffing Requirements and should include both individual and group counseling. The Proponent may include cost options for the provision of additional hours of service or the delivery of specialty programs in addition to the minimum, which the County may consider.
- 2.3.5.7 Mental Health Professional:
Contractor will provide a licensed LCPC as noted in Attachment A: Staffing Requirements. This individual will provide crisis intervention, assessment, and referral to community services, state and local in-patient hospitals, and other providers as necessary.
- 2.3.5.8 Psychiatrist/Psychologist/Mental Health PA-C or NP:
The Contractor will provide appropriate supervision of the Mental Health Program and have qualified individual(s) to prescribe, monitor, and review mental health medications as noted in Attachment A: Staffing Requirements.

2.4 Delineation of Security Responsibilities

The primary responsibility for inmate custody and security within the detention facility rests with the staff of the facility. The Contractor shall have primary responsibility in all matters pertaining to medical, mental and dental treatment and care of inmates. Everyone who works in the facility has a responsibility for security. The Contractor shall be responsible for security of all materials and equipment in Contractor's work area. On matters of mutual concern, facility staff shall support, assist and cooperate with Contractor and Contractor shall support, assist and cooperate with facility staff whose decision in non-medical matters and matters involving safety of staff and inmates and security for the Facility shall be final. All decisions involving the exercise of medical, mental and/or dental judgment are the responsibility of the Contractor.

2.5 Health Care Service Requirements

2.5.1 General Health Care Service Requirements

- 2.5.1.1 Contractor shall schedule, administer, and coordinate medical, mental and dental care rendered to inmates inside or outside the facility. Contractor shall administer emergency medical care at the facility to any employee or visitor who requires such care.
- 2.5.1.2 Contractor shall schedule, coordinate, and administer inpatient hospitalization of any inmate of the facility, to include bill adjudication and payment. The County will reimburse the contractor for outside medical services after final payment to the provider, to include subtracting any third-party payment. The contractor is also responsible for making arrangements for ambulance service to the inpatient facility.
- 2.5.1.3 Contractor shall schedule, coordinate, and administer all physician services rendered to inmates inside or outside the Facility. At a minimum, Contractor shall identify a qualified medical professional who shall conduct sick call and generally provide such care as is available in the community. A covering physician or a qualified medical professional shall be on call seven (7) days per week, twenty-four (24) hours per day for consultation and/or emergency situations, to include on-site response to the facility if requested by the Jail Superintendent or designee. If a Physician's Assistant (PA) or a Nurse Practitioner (NP) is used to conduct sick call, the physician supervising the PA or NP shall be required to visit the site to review cases, examine patients, and observe clinical practices as noted in Attachment A: Staffing Requirements.
- 2.5.1.4 Contractor shall schedule, coordinate, and administer, all supporting diagnostic examinations, procedures and services for inmates both inside and outside the facility.
- 2.5.1.5 Contractor shall provide the necessary follow-up for health problems as may be identified. This would include inpatient or outpatient hospitalization, appropriate monitoring, prescription of medications, consultations with specialty physicians, etc.
- 2.5.1.6 The County will be responsible for the cost of outside services. As noted in 2.5.1.2, the Contractor will be expected to identify vendors and negotiate, adjudicate and pay such costs and will then be reimbursed by the County. Although the County is responsible

for the cost of outside care, the success of the contract will be judged, in part, on the success of the Contractor in controlling such costs. It should be noted that the intent of this language is to make clear to the vendor that they are not liable or at risk for these costs.

2.5.2 Exceptions to Treatment

- 2.5.2.3 The Contractor shall provide health care services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of Contractor.
- 2.5.2.4 The Contractor will be required to draw blood samples for sex offender registration (DNA) and other purposes as determined by policy or statute.
- 2.5.2.5 Elective Medical Care. The Contractor will not be responsible for providing elective medical care to inmates. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of Contractor's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. The Jail Superintendent or designee must be notified of any referral of inmates for elective medical care, prior to provision of such services.
- 2.5.2.6 Inmates Outside the Facilities.
 - 2.5.2.6.1 Health care services are intended only for those inmates in the actual physical custody of the Facility. This includes inmates in hospitals or other treatment outside the facility. Such inmates will be included in the daily population count.
 - 2.5.2.6.2 Inmates on any sort of temporary release, including, but not limited to, inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Facility at night, will not be included in the daily population count. They will not be the responsibility of Contractor with respect to the furnishing of health care services except for the provision of medications to provide for continuity of care prior to a scheduled release.

2.5.3 Receiving Screening

Contractor shall perform a Receiving Screening on all new commitments to the Facility before the inmate enters the general population of the detention facility. Following this initial determination of need, the inmates must be referred to the Mental Health staff when clinically appropriate. At minimum, the Receiving Screening shall include:

- 2.5.3.1 Relevant past medical and mental health history, including communicable disease, cardiac and circulatory problems, respiratory problems, allergies, muscular/skeletal problems;
- 2.5.3.2 Documentation of current illnesses and health problems, including medications taken, and special health requirement;
- 2.5.3.3 Behavioral observations, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs;
- 2.5.3.4 Notation of body deformities, trauma markings, bruises, ease of movement, etc.;
- 2.5.3.5 Conditions of skin including trauma markings, bruises, lesions, rashes, and needle marks or other indications of drug abuse should be noted.
- 2.5.3.6 For females, a history of gynecological problems and pregnancies;
- 2.5.3.7 A standard form will be used for purposes of recording the information of the Receiving Screening and will be included in the health record of the inmate; and
- 2.5.3.7 Referral of the inmate for special housing, emergency health services, or additional medical specialties will be made as appropriate.

2.5.4 Comprehensive Health Assessment

Contractor shall perform a comprehensive Health Assessment on any inmate confined at the facility within fourteen (14) calendar days of the arrival of the inmate at the facility. Such Assessment shall be performed by a physician or

physician extender. At a minimum, the comprehensive Health Assessment shall include:

- 2.5.4.1 Review of the Receiving Screening;
- 2.5.4.2 Additional data necessary to complete a standard history and physical, including review of mental and dental status;
- 2.5.4.3 Screening tests for communicable and chronic disease, as clinically indicated;
- 2.5.4.4 Additional lab work as directed by the physician for particular medical or health problems;
- 2.5.4.5 Additional tests as required, based on the original screening tests;
- 2.5.4.6 Physical examination including a gynecological assessment for females;
- 2.5.4.7 Review of physical examination and test results by a physician for problem identification and initiation of therapy when appropriate. Referral to mental health provider where indicated.

2.5.5 Medical Health Care Services

- 2.5.5.1 The Contractor shall be responsible for all medical health care orders. The Contractor shall provide appropriate and qualified health care professionals to visit the Facility as needed to provide comprehensive medical health care, i.e., diagnosis, treatment, prescription of appropriate medications and/or other treatment as may be indicated.
- 2.5.5.2 The Contractor shall provide a qualified health care professional to be on call as required to provide emergency treatment and consultation for inmates at the detention facility on a 24-hour basis.
- 2.5.5.3 Provide diagnosis or referrals to health facilities for those inmates requiring more extensive treatment.
- 2.5.5.4 Advise Facility Administrators of any potential situation which could place inmates and staff in jeopardy.

2.5.6 Mental Health Services

2.5.6.1.1 Mental Health Assessment: the Contractor shall provide a qualified mental health professional to conduct a comprehensive mental health assessment for all inmates referred during the medical assessment or by staff or self-referred. The Contractor's mental health professional shall develop a written treatment plan for inmates with severe mental impairments and/or intellectual deficiencies requiring close mental health supervision, including psychiatric, chronic and supportive care. The contractor's personnel will provide the needed care or make referrals when necessary.

2.5.7 Dental Services

Contractor shall provide an appropriate dental program for the entire inmate population. Emergency dental services shall be available on a 24-hour a day basis. Oral care, including emergency care, under the direction of a licensed dentist, is available as needed to all inmates. Oral screening is done on all inmates within 14 days of admission. A dental examination will be done within 12 months of admission.

For inmates with less than 12 months detention, oral care will consist of: treatment for pain and/or infection; sedative fillings; extractions of non-restorable teeth; gross debridement of symptomatic areas and repair of partials and dentures.

Inmates with more than 12 months will have x-rays and a treatment plan, if requested by the inmate and determined to be necessary by the responsible dentist.

2.5.8 Pharmaceutical Services

The County expects proposals to utilize the pharmacy vendor selected by the Maine DOC through their 2012 RFP process. The Contractor should pay close attention to the prescribing of medication in the facility. Failure to work with the Pharmacy to control costs may be grounds for the termination of the contract.

All prescription medication and, whenever possible, nonprescription medications shall be in unit dose format and identified by inmate name, initiation and cessation date. Bulk medication, except for such items as aspirin is prohibited and shall not be used by the Contractor. All unit dose medications shall be formulated by a pharmacist. Distribution of medication shall be by Contractor staff in compliance with State standards and the standards of the ACA and/or NCCHC.

The Contractor shall maintain and monitor records of all medications dispensed or administered.

2.5.9 Medical Detoxification Services

Contractor shall provide a medical detoxification program for drug and/or alcohol addicted inmates, which shall be administered on Facility property.

2.5.10 Substance Abuse Treatment Services

Contractor will provide a licensed Alcohol and Drug Counselor to provide substance abuse services to inmates identified through screening or assessment as needing such services. The program must be provided onsite as noted in Attachment A: Staffing Requirements. The Proponent may include cost options for the provision of additional hours of service or the delivery of programs.

2.5.11 Consultation Services

Contractor shall provide a consultation service to detention facility staff on any aspect of the health care delivery system at the facility. This shall include evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate supply systems and any other matter relating to health care services upon which the staff seeks the advice and counsel of the Contractor.

2.5.12 Training by Contractor for Facility Staff and Inmates

Contractor will work with the facility staff and inmates to provide educational material and instruction on a variety of health care issues. These shall include but not be limited to: CPR and first aid; response to an emergency or disaster condition; signs and symptoms of mental illness; alcohol and drug withdrawal; chronic illness; completion of intake screenings; blood-borne pathogens and universal precautions; basic medical situations; suicide prevention; transmission of communicable diseases; and other courses as deemed appropriate by the Contractor and the County. Facility's employees may be included in any in-service offerings available to the medical staff.

2.5.13 Waste Management

Contractor will recommend a method of appropriate disposal of contaminated and/or regulated medical waste including needles, syringes, and other materials

used in the treatment of inmates. The County will be responsible for waste disposal.

2.6 Policies and Procedures

- 2.6.1 Policies and Procedures of the Contractor relating to the Facility's Health Care Delivery System (including medical, psychiatric, psychological, and dental care) are generally to be established and implemented solely by the Contractor. The Contractor shall develop and implement policies which ensure appropriate comprehensive health care in compliance with recognized standards, laws, ordinances, rules and regulations of Federal, State, Local authorities as may be applicable. The Policies and Procedures of the Contractor are subject to approval of the detention facility.
- 2.6.2 County Sheriff's Office retains the right to review and approve Policies and Procedures of the Contractor in any area affecting the performance of his responsibilities under law.
- 2.6.3 Contractor shall maintain complete, accurate, and confidential medical, mental health and dental records separate from the Facility confinement records of the inmate in compliance with all laws and regulations. In any criminal or civil litigation where the physical condition of an inmate is at issue, or where medical care is at issue, Contractor shall provide the Jail Administrator or his designee with access to such records, and upon request, provide copies as authorized by law.

2.7 Contractor's Personnel

- 2.7.1 Contractor must recruit, interview, hire, train and supervise all health care staff. Such health care staff must be adequate to meet all conditions and specifications of this contract. Contractor is requested to strongly consider the medical staff currently providing services in the facility. All medical staff providing services under this contract must have a pre-approved criminal background check and be licensed to practice in the State of Maine. A Health Services Administrator shall be provided who shall have general responsibility for the successful delivery of health care at the Facility, pursuant to this contract.
- 2.7.2 The Facility will take all reasonable, usual and customary steps necessary to screen healthcare personnel to insure that such personnel will not constitute a security risk to the Facility or to the inmates. Contractor will perform and pay

for drug screening on health care personnel to the same extent and routine as Facility does on security personnel.

- 2.7.3 Contractor will have on file on-site copies of licenses and individual plans of supervision for work at this facility, of all medical staff members assigned to the Facility at the time the staff member is assigned.
- 2.7.4 Proponent shall base proposal on the assumption that the average daily inmate population is estimated to be as follows:

First Year	159
Second Year	160
Third Year	161

- 2.7.5 The Contractor shall maintain minimum staffing requirements, which shall comply with the staffing matrix that appears as Exhibit 1. Any modifications must be approved in writing by both the County and the Contractor.
- 2.7.6 All on site health care personnel who provide services shall receive orientation in security procedures.
- 2.7.7 Contractor's appropriate medical health personnel shall attend and participate in Facility staff meetings as indicated.
- 2.7.8 Contractor agrees that in the event the Facility, in its discretion, is dissatisfied with any of the individuals provided under this contract, the Facility may give written notice to Contractor of such fact and the reasons thereof. If the problem cannot be resolved, Contractor agrees to remove the individual about whom dissatisfaction has been expressed by the Facility and to make arrangements to cover that position until other appropriate personnel can be found. The County reserves the right to refuse to allow any employee, agent, subcontractor, vendor or representative of Contractor admittance to the facility and participation under this Agreement. The decision to deny admittance to the facility shall be made by the Jail Administrator or designee. The Jail Administrator or designee shall meet with representatives of the Proponent within fourteen (14) days of the denial. The purpose of the meeting will be to discuss the reasons for the denial and the future status of the employee, agent, subcontractor, vendor or representative, who was denied access. The decision to deny access will not create any financial liability on the County, to include reimbursement for loss of wages, fees, services, or other compensation (unemployment insurance).

Contractor hereby agrees with the County that it is contracting with the County as

an independent contractor and that any personnel supplied to the County hereunder are not employees of the County and are employees, agents or subcontractors of the Contractor.

2.7.10 Inmates shall not be employed or otherwise engaged by either Contractor or facility in the direct rendering of any health care services.

2.7.11 In the event Contractor's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of County this shall be part of their service time pursuant to this agreement.

2.8 Facility Requirements

2.8.1 Building and Equipment

2.8.1.1 Facility will provide, install, maintain, repair, replace when necessary, and permit Contractor to use all medical equipment within the Facility. The Facility will provide, maintain and repair the building structure in areas assigned to Contractor, including necessary painting, maintenance of water, steam, refrigeration, sewer, electrical lines, ventilation, air conditioning, lighting, heating, duct work, floor and floor covering, walls and ceilings. However, the Contractor shall bear the expense of repairs necessary because of the negligence of Contractor or its employees.

2.8.1.2 The facility will provide all security, pest control, housekeeping, sanitation (including walls, floors, and fixtures but excluding sanitation of medical equipment and non-disposable supplies), and utilities. Facility will provide local telephone service but Contractor's long distance charges will be reimbursed to the facility on a monthly basis.

2.8.1.3 As part of the RFP process, Proponent has inspected the facility and agrees that such space and facilities are sufficient for its agents, employees and subcontractors to perform all of the obligations required under this Agreement.

2.8.1.4 The detention facility will continue to maintain all health care equipment necessary for the performance of this contract during the term of this Agreement. If additional equipment is desired by Contractor, it shall be the responsibility of Contractor to notify the

facility of a need for such equipment. The equipment will be provided if facility staff agree and the budget allows.

2.8.2 Food, Linen, and Other Services

The County will provide daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies for each inmate receiving health care services.

2.8.3 Pre-Contract Inventory

The facility will provide to Contractor control of all medical and office equipment and supplies in place at the Facility's health care unit. At the termination of this or any subsequent Agreement, Contractor will return to the facility control of all supplies, medical and office equipment, in working order, reasonable wear and tear excepted.

2.9 Reports Provided to Facility by Contractor

- 2.9.1 Contractor shall submit monthly reports to designated representatives concerning the overall operation of the healthcare services program and on the general health of persons committed to the custody of the facility.
- 2.9.2 Contractor shall regularly confer with facility staff concerning existing health-related procedures within the institution, any proposed changes in procedures and other matters as either party deems appropriate.
- 2.9.3 Periodic meetings (at least one per quarter) shall be held between Contractor and designated facility staff.

2.10 Contractor Compensation

2.10.1 Base Compensation

The County shall pay to the Contractor the annual base amount in twelve (12) equal monthly installments. Contractor shall invoice the County thirty (30) days prior to the month in which services are to be provided. The County agrees to pay Contractor by the first day of the month in which services will be rendered, except for the first payment, which may be ten days late due to start of the fiscal year. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Contractor will be prorated accordingly for the shortened month. Proponent shall propose a base compensation fee for the first year of the contract based on an inmate population

of 159. Proponent shall propose a base compensation fee for the second year of the contract based on an inmate population of 160. Proponent shall propose a base compensation fee for the third year of the contract based on an inmate population of 161.

2.10.2 Increases in Inmate Population

The vendor is asked to propose language to address variances (increases or decreases) in the Average Daily population (ADP) during the contract period.

2.10.3 Third Party Reimbursement

Contractor will, where possible, seek and or coordinate third party insurance reimbursement for inmate medical services performed by the Contractor or other outside provider. The Contractor will share all documentation received on third party claims with the County. The Contractor will make every effort and establish operational procedures to routinely pursue all insurance claims and or government reimbursement for medical treatment provided.

2.11 Health Care Cost Control

Successful proponent will be expected to provide health care at per inmate cost levels commensurate with prior years, adjusted for inflation and any enhanced services required by the RFP and contract.

SECTION 3 - PROPOSAL PREPARATION INSTRUCTIONS, FORMAT, AND FORM

3.1 Proposal Preparation Instructions

- 3.1.1 All proposals shall be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the Proponent's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone, will be the judge as to whether that variance is significant enough to reject the proposal.
- 3.1.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of proponent's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. When requested to address specific sections of the RFP, Proponent shall reference the response with the RFP's section number and the responses shall be in the same numerical order as the RFP sections.
- 3.1.3 One (1) original and four (4) copies of the complete proposal are required. The original and each copy should be in individual three (3) ring notebooks. Each notebook should contain all documentation.
- 3.1.4 The original Proposal and the required four (4) copies of the complete proposal shall be submitted in a sealed package. The outside of the package shall indicate the name of the company submitting the proposal and be marked, "HEALTH CARE SERVICES FOR ANDROSCOGGIN COUNTY JAIL."

3.2 Proposal Format

Proposals shall be concise. All submitted information shall be in a three-ring binder, indexed according to the Sections detailed below and shall contain the following:

Section 1: Original RFP Package with completed Proposal Form

This section shall contain the entire RFP package as received by the proponent as well as any addendum received during the process. Proponent shall complete the proposal form contained in section 3.3 of the RFP.

Section 2: Acknowledgment of General Conditions, Contract Requirements, and Insurance Requirements

Proponent shall submit a narrative addressing acknowledgment and understanding of the requirements of the RFP.

Proponent shall also submit a currently valued, three (3) years loss runs relative to the Medical Professional Liability claims for the Proponent.

Section 3: Acknowledgment of Compensation Requirements

Proponent shall submit a plan addressing, at a minimum, all requirements in section 2.10 of the RFP.

Section 4: Health Care Services

Proponent shall submit a plan addressing, at a minimum, all requirements in sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.8, and 2.9 of the RFP.

Section 5: Staff Recruiting, Motivation, and Training Plans

Proponent shall submit a plan addressing, at a minimum, all requirements in section 2.7 of the RFP.

Proponent shall also submit as part of Section 5, Qualifications or Resumes of Key Personnel

Proponent shall also submit as part of Section 5, a proposed staffing pattern for the contract term. Staffing plan shall be detailed and indicate the number of Professional Staff, Administrative/Support Staff, and Nursing Staff, coverage assignments, locations, and duties for a seven (7) day period. The staffing pattern proposed will be the basis for the minimum staffing coverage required of the Contractor during the contract period. The staffing pattern may be the same as but no less than the staffing reflected in Attachment A.

Section 6: Transition Plan

Proponent shall submit a plan addressing the transition from the current jail operation to Proponent's proposed operation at the Detention Facility.

Section 7: Exceptions to RFP Requirements

Any requirement that Proponent takes exception to must be listed in this section. Failure to list exception may subject Proposal to rejection.

Section 8: Other Information Proponent Desires to Furnish

This section is to be reserved for any information provided over and above the specific information requested in the RFP.

3.3 Proposal Form

Vendor's Quote # _____

**COUNTY OF ANDROSCOGGIN, STATE OF MAINE
PROPOSAL FORM****RFP # 2012-01- HEALTH CARE SERVICES FOR ANDROSCOGGIN COUNTY JAIL
Deadline for Receipt of Proposals 3:00 p.m.**

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this proposal for the proponent.

Compensation

	Base Annual Compensation	Per Diem Per Inmate on Overage of Base Inmate Population Amount
First Year (Base Inmate Population 159)	\$	\$
Second Year (Base Inmate Population 160)	\$	\$
Third Year (Base Inmate Population 161)	\$	\$

Notice to Proceed

The undersigned, if awarded the contract, hereby agrees to execute a contract with Androscoggin County in the form specified within ten (10) days after the award.

Addendum

Receipt of the following Addendum is acknowledged:

Addendum No. _____ Date _____, 2015

Addendum No. _____ Date _____, 2015

Proponent Information

Please check as appropriate and complete the items below. The Proponent is:

<input type="checkbox"/>	An Individual
--------------------------	---------------

<input type="checkbox"/>	A Partnership between: _____ _____
--------------------------	---------------------------------------

<input type="checkbox"/>	A Joint Venture consisting of: _____ _____
--------------------------	--

<input type="checkbox"/>	A Corporation organized under the laws of the State of _____ (List name of state appearing on the corporate seal and affix seal below where indicated.)
--------------------------	--

BY (signature of representative):	
NAME AND TITLE:	
COMPANY:	
ADDRESS:	
TELEPHONE:	
FAX:	

SEAL-IF PROPOSAL IS BY A CORPORATION

ATTEST BY: _____

**EXHIBIT 1 TO AGREEMENT FOR MEDICAL SERVICES
AT THE ANDROSCOGGIN COUNTY JAIL - CONTRACT STAFFING**

STAFFING PLAN

Correct Care Solutions										
Androscoggin County Jail									ADP: 160	
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE	
DAY SHIFT										
Health Administrator	8		7		4			19.00	0.50	
Medical Director (6/hrs 1x/month)*		1						1.00	0.03	
Mid-level (PA/NP)		5		5				10.00	0.25	
Psych NP/PA-C	1							1.00	0.03	
LCSW/LCPC	8	8	8	8	8			40.00	1.00	
RN	8	8	8	8	8			40.00	1.00	
CMA/Med Tech	8	8	8	8	8	8	8	56.00	1.40	
LPN						8	8	16.00	0.40	
Admin Assist/Med Records	5				5			10.00	0.25	
TOTAL HOURS/FTE-Day								193.00	4.85	
EVENING SHIFT										
LPN	8	8	8	8	8	8	8	56.0	1.40	
TOTAL HOURS/FTE-Evening								56.0	1.40	
TOTAL HOURS/FTE per week								249.00	6.25	

With approval and as appropriate, one hour of Physician time may be covered by two hours of Mid-Level time.
With approval and as appropriate, two hours of Mid-level time may be covered by one hour of Physician time.